

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 3
2. AMENDMENT/MODIFICATION NO. A0006	3. EFFECTIVE DATE 03/20/2008	4. REQUISITION/PURCHASE REQ. NO. Not Applicable	5. PROJECT NO. (If applicable)	
6. ISSUED BY USDOT/RITA/Volpe Center 55 Broadway Kendall Square Cambridge, MA 02142		7. ADMINISTERED BY (If other than Item 6)		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)		(4)	9A. AMENDMENT OF SOLICITATION NO. DTRT57-08-R-20002	
		X	9B. DATED (SEE ITEM 11) 01/10/2008	
			10A. MODIFICATION OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, **X** is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Not Applicable

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

()	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor is not, ☐ is required to sign this document and return 3 copies to the issuing office.

The following two (2) Clauses are deleted and replaced in Sections I and G respectively. See attached Pages 2-3 for details. This is an Administrative Amendment and should not affect offerors proposals in any way.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Carol A. Ferrante	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

The following clause “**I.2 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)**” in Section I is hereby deleted and replaced with the following in Section I:

I.2 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Chief of Contracting Office and shall not be binding until so approved.

The following clause “**G.9 PAYMENTS UNDER COST REIMBURSEMENT CONTRACTS (DEC 2007)**” in Section G is hereby deleted and replaced with the following in Section G:

G.9 PAYMENTS UNDER COST REIMBURSEMENT CONTRACTS (DEC 2007)

NOTE: Under no circumstances can funds obligated under one task be used to pay costs incurred or fee earned under another task.

The invoicing and payment office for all contract actions issued by the DOT/RITA/Volpe National Transportation Systems Center is located at the Enterprise Services Center (ESC), Office of Financial Operations, Federal Aviation Administration (FAA) in Oklahoma City, Oklahoma.

The contractor must submit all invoices, including supporting documentation, **electronically** (e.g., PDF format) to the ESC at FAA in Oklahoma City by **e-mail** at the following address: volpeinvoices@faa.gov (all lower case). A cover email must accompany each invoice and provide the applicable information in the fields listed below.

Invoice Date:
 Supplier Name:
 Invoice Amount:
 Invoice Number:
 Contract No./Purchase Order No.:
 Task:
 Modification No.:
 Terms/Discount:
 Performance Period:
 Notes:

However, all interim payment requests for tasks under the contract must be submitted concurrently. The contractor shall submit a last interim invoice for each task order. This shall include a complete list of invoices previously tendered under the task order. The last interim invoice shall consist of the completion invoice (clearly identified in accordance with FAR 52.216-7 prior to the establishment of final annual indirect rates. The last interim invoice shall be submitted within six (6) months of the task order’s physical completion. If changes to this invoice become necessary as a result of Government review, the contractor shall submit a corrected last interim invoice. The contractor shall submit this invoice, along with the contractor’s release form, DOT F 4220.4, to the Contracting Officer, following the final adjustment of its annual indirect rates per FAR 52.216-7.

In addition to the information required by FAR 52.216-7 and FAR 52.232-25 incorporated by reference in Section I, an invoice or contract financing payment request must meet the following requirements:

- (1) Consecutively number each interim payment request beginning with No. 1 for each task.
- (2) The voucher shall include current and cumulative charges by major cost elements such as direct labor, overhead, subcontracts, and other direct costs. Cite direct labor hours incurred by the Prime contractor and each subcontractor. Other direct costs must be identified, e.g., travel, per diem, material, and equipment.
- (3) Requests for contract financing or invoices must clearly indicate the period of performance for which payment is requested and the Volpe Center accounting information necessary to process payments. When contracts or task orders contain multiple lines of accounting data, charges that cannot be assigned to a single line of accounting information should be allocated based on the percentage of total dollars unless otherwise specified.
- (4) When the contractor submits vouchers on a monthly basis, the period covered by invoices or requests for contract financing payments must be the same as the period for monthly progress reports reported under the contract or tasks. If, in accordance with FAR 52.216-7, the contractor submits requests for invoices or contract financing payments more frequently than monthly, one payment request per month must have the same ending date as the monthly progress report.
- (5) Pending settlement of the final indirect rates for any period, the contractor shall be reimbursed at billing rates approved by the Cognizant Federal Agency (CFA). The contractor shall ensure that any change in the identity of the CFA responsible for establishment of its indirect rate factors is made known to the Volpe Center ACO. These rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled either by mutual agreement or unilateral determination by the CFA (see FAR 42.704). In accordance with FAR 52.216-7, the contractor shall submit to the CFA a proposal for final indirect rates based on the contractor's actual costs for the period, together with all supporting data. In addition, contractors are required by the CFA to submit billing rate proposals, usually no later than thirty (30) days after the close of its fiscal year for the ensuing fiscal year to the CFA. Copies of the cover letter submitting the proposal must be provided to the Volpe Center ACO. The contractor's failure to provide the rate proposal in a timely manner may impact payment of financing request and could ultimately result in suspension of the indirect expense portion. The contractor shall provide copies of all rates established by the CFA to the Volpe Center ACO. It is imperative that the ACO be provided signed copies of all rate agreements since these rate agreements must be in the possession of the Volpe Center before any rates contained therein can be used by the contractor for cost reimbursement. The contractor should note that absence of a final rates determination does not relieve the contractor of its responsibility under the Limitation of Funds or Limitation of Costs clauses to report in a timely manner to the CO when it has reason to believe its costs may exceed the total estimated cost or funds allotted to the task order.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.